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US BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.

Chapter 11

Case No. 24-11964 (JKS)

(Jointly Administered)

**ASSUMPTION AND ASSIGNMENT CURE OBJECTION  
OF ORANGEBURG REALTY LTD. PARTNERSHIP**

PLEASE TAKE NOTICE that ORANGEBURG REALTY LTD. PARTNERSHIP, a South Carolina limited partnership ("Contract Counterparty"), objects to the proposed Cure Amount set forth on the Potential Assumed Contracts Schedule (Doc. 511-1) (the "Cure Costs Schedule") associated with the unexpired Lease covering the Big Lots store in Orangeburg, SC (the "Subject Lease"), and assigns the following reasons for same:

1. The Subject Lease requires that the Debtor tenant shall pay to said Contract Counterparty landlord each month:
  - (a) Base Rent of \$16,793.00; and
  - (b) Additional Rent in a sum equal to one-twelfth (1/12) of the estimated annual real property taxes, insurance premiums, and common area maintenance (CAM) expenses payable by the tenant under the Subject Lease
2. The Cure Amount of \$16,792.00 set forth on the Cure Costs Schedule (Doc 511-1) with respect to the Subject Lease is incorrect in that it does not include the aggregate amount of monthly Additional Rent payments due and unpaid prepetition. The correct Cure Costs amount associated with the Subject Lease is \$70,126.00, itemized as follows:

Monthly Base Rent: \$16,793.00<sup>1</sup>

Monthly Additional Rent:

Real Property Taxes:	\$25,739.00	
Hazard Insurance:	\$15,454.00	
CAM:	<u>\$12,140.00</u>	
		<u>\$53,333.00</u> <sup>2</sup>

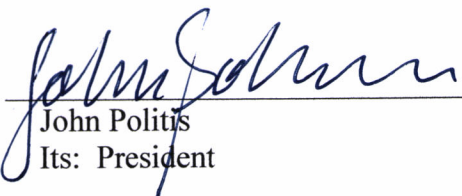
TOTAL: \$70,126.00<sup>3</sup>

DATED: October 23, 2024

Respectfully submitted,

ORANGEBURG REALTY LTD. PARTNERSHIP,  
a South Carolina limited partnership,

By: Shopping Center Investments, Inc.,  
a South Carolina corporation,  
its General Partner,

By:   
John Politis  
Its: President

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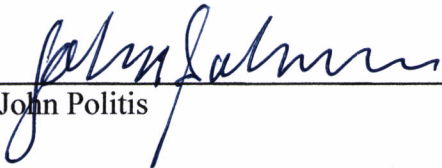
<sup>1</sup> Monthly Base Rent payment due on September 1, 2024 and not paid.

<sup>2</sup> Total of monthly Additional Rent payments due on January 1, 2024, February 1, 2024, March 1, 2024, April 1, 2024, May 1, 2024, June 1, 2024, July 1, 2024, August 1, 2024, and September 1, 2024, and not paid.

<sup>3</sup> Total amount necessary to cure prepetition defaults under the subject Lease.

**CERTIFICATE OF SERVICE**

I here certify that on the 23<sup>rd</sup> day of October, 2024, I caused a true and correct copy of foregoing document to be served on all Objection Notice Parties identified on the attached Service List via e-mail.

  
\_\_\_\_\_  
John Politis

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